

CERTIFICATE OF INSURANCE

TO: CITY OF FORT WORTH

Date: January 4, 2013

NAME OF PROJECT: Annual Contract for Structural Demolition and Removal,
Transportation, and Disposal of Asbestos Containing Materials

PROJECT NUMBER: ENV 12-10: DEMO

CONTRACTOR: Garrett Demolition, Inc.

Please staple your Accord insurance form to this page.

Your insurance form should list the City of Fort Worth as the additionally insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IBTX Risk Services DFW
6363 N. Highway 161 Ste 100
Irving TX 75038

CONTACT
NAME: Vicki Leslie
PHONE
(A/C, No, Ext): (214) 989-7100 FAX
(A/C, No): (214) 596-9030
E-MAIL
ADDRESS: service@ib-tx.com

INSURED
Garrett Demolition, Inc.
P. O. Box 633
Burleson TX 76097-0633

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------------------|--------|
| INSURER A: Colony Insurance Company | |
| INSURER B: National Casualty Company | |
| INSURER C: Mt. Hawley Insurance Company | |
| INSURER D: Texas Mutual Insurance Company | |
| INSURER E: | |
| INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: cert ID

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| B | AUTOMOBILE LIABILITY | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| C | UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | | | |
| | <input checked="" type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | |
| | DED | RETENTION \$ | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | |
| D | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 5/21/2012 | 5/21/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Pollution/Environmental L | | | 7/27/2012 | 5/21/2013 | Each Pollution Incident \$ 1,000,000 Aggregate \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Automobile policies include a blanket automatic additional insured endorsement [U649C 01/11 & CA2048 02/99] that provides this feature only when there is a written contract with the named insured that requires such status. The General Liability, Automobile and Workers' Compensation policies includes a blanket automatic waiver of subrogation endorsement [U649C 01/11, CA0444 03/10 & WC420304A] that provides this feature only when there is a written contract with the named insured that requires such status. Primary Non-Contributory wording per endorsement (Form #U649C 01/11) Cancellation see attached [WC420601].
RE: Annual Contract for Structural Demolition and Removal, Transportation, and Disposal of Asbestos Containing Materials. ENV 12-10: Demo

CERTIFICATE HOLDER

CANCELLATION

City of Fort Worth
Transportation & Public Works Department
1000 Throckmorton Street
Fort Worth TX 76102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTRACTOR COMPLIANCE WITH
WORKERS' COMPENSATION LAW

Pursuant to V.T.C.A. Labor Code §406.96 (2000), as amended, Contractor certifies that it provides workers' compensation insurance coverage for all of its employees employed on City of Fort Worth Department of Transportation and City of Fort Worth Project No. ENV 12-10: DEMO.

CONTRACTOR
Garrett Demolition, Inc.

By: [Signature]
Name: Bradley S. Garrett
Title: President
Date: 1/14/13

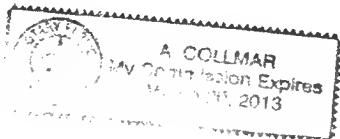
STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

Before me, the undersigned authority, on this day personally appeared Bradley S. Garrett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Garrett Demolition, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.

Given Under My Hand and Seal of Office this 14th day of January, 2013.



[Signature]
Notary Public in and for the State of
Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PAC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured all persons or organizations as required by written contract with the named insured, but only with respect to:
1. Liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured at the location(s) as designated in a written contract and included in the "products-completed operations hazard".
 2. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured(s) at the location(s) as designated in a written contract.
- B. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** is amended and the following added:
- If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for all persons or organizations included as additional insureds as required by written contract is primary insurance, and we will not seek contribution from any other insurance available to that additional insured.
- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** is amended and the following added:
- We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:
1. You agreed to such waiver;
 2. The waiver is included as part of a written contract or lease; and
 3. Such written contract or lease was executed prior to any loss to which this insurance applies.
- D. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at any construction project involving the named insured during this policy period:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS** regardless of the number of:

Named Insured: Garrett Demolition, Inc.
Policy # Effective 07/27/2012-05/21/2013

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project involving the named insured during this policy period.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
 5. The most we will pay for the sum of all Construction Project General Aggregate Limits combined and to which this insurance applies is \$ 5,000,000.
- E. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at any construction project involving the named insured during this policy period:
1. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- F. When coverage for liability resulting from the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- G. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- H. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Effective 05/21/2012-05/21/2013

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Endorsement Effective: 05/21/2012 | Countersigned:  (Authorized Representative) |
| Named Insured: GARRETT DEMOLITION, INC. | |

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO AD AS AN ADDITIONAL INSURED UNDER WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT CURRENTLY IN EFFECT OR BECOMING EFFECTIVE DURING THE TERM OF THE POLICY AND EXECUTED PRIOR TO THE "BODILY INJURY" OR "PROPERTY DAMAGE".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GARRETT DEMOLITION, INC.

Endorsement Effective Date: 05/21/2012

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO WAIVE THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS UNDER WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT CURRENTLY IN EFFECT OR BECOMING EFFECTIVE DURING THE TERM OF THE POLICY AND EXECUTED PRIOR TO THE "BODILY INJURY" OR "PROPERTY DAMAGE".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/21/2012

at 12:01 A.M. standard time, forms a part of

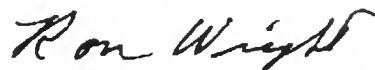
Policy No. _____ of the Texas Mutual Insurance Company

Issued to GARRETT DEMOLITION INC

Endorsement No.

Premium \$

Effective 05/21/2012-05/21/2013



Authorized Representative



WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

ALL CERTIFICATE HOLDERS
6210 E HIGHWAY 290
AUSTIN, TX 78723-1098

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/21/2012

at 12:01 A.M. standard time, forms a part of

Policy No.

of the Texas Mutual Insurance Company

Issued to GARRETT DEMOLITION INC

Endorsement No.

Premium \$

Effective 05/21/2012-05/21/2013

Authorized Representative